



Marcia Mayeda
Director

County of Los Angeles
Department of Animal Care and Control
Administrative Office
5898 Cherry Avenue
Long Beach, California 90805
(562) 728-4610 • Fax (562) 422-3478
<http://animalcare.lacounty.gov>



January 17, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#27 JANUARY 17, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

ACCEPTANCE OF DONATION OF FLEA AND TICK CONTROL TREATMENT FOR DOGS AND CATS IN COUNTY ANIMAL CARE CENTERS

SUBJECT

Request approval to accept a donation of a one year supply of flea and tick control medication from the Los Angeles County Animal Care Foundation (Foundation) to the Department of Animal Care and Control (Department).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Accept the one year in-kind donation valued at \$29,436 per month in the form of flea and tick control medication from the Foundation to provide preventative flea and tick control treatment for dogs and cats in County animal care centers.
2. Instruct your Board to prepare and send letters of appreciation to the donors for their generous donation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department is pleased to inform your Board that it recently received the offer of a donation valued at \$29,436 per month in flea and tick control treatment from the Foundation to prevent and treat flea and tick parasites on dogs and cats impounded at the six County animal care centers and the Pet Stop adoption center in the Antelope Valley. This donation will be used to enhance the

Department's animal care and medical programs and increase the health and comfort of dogs and cats at all County animal care centers.

Implementation of Strategic Plan Goals

The acceptance of the donated products to the Department will support the organizational goal of service excellence (Goal 1) by enhancing the care and health of animals at County animal care centers, thereby supporting the public interest of providing safe and humane animal care at County animal care centers.

FISCAL IMPACT/FINANCING

The Foundation will procure and arrange for the delivery of the flea treatment medication from Merial, LCC, in accordance with the enclosed agreement between the Foundation and Merial (Attachment I). The recommended action will not result in any additional cost to the Department.

There will be no impact on the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Government Code Section 25355 permits the County to accept donations or other gifts for a specific County purpose. Section 2.4.2 of the County Fiscal Manual authorizes County departments to accept donations in excess of \$10,000 with Board approval.

The Foundation is a registered 501 (c) 3 non-profit foundation. The Foundation's sole purpose is to assist and promote the programs of the Department. Your Board approved an agreement between the Foundation and the Department on October 21, 2002, pursuant to County policies requiring Board approval of agreements between County departments and their supporting non-profit foundations.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The donation of flea and tick control treatment will greatly enhance the health and medical care of dogs and cats housed at the six County animal care centers and the Pet Stop adoption facility in the Antelope Valley. Fleas and ticks carry certain pathogens, create skin disorders, and make animals very uncomfortable. Dogs and cats are less likely to be adopted if they are harboring fleas and ticks. Customer service to adopters and pet owners will be enhanced by ensuring the animals are free from external parasites. By providing preventative flea and tick prevention, the animals will be healthier, happier, and more adoptable.

The medication that will be provided is Frontline Plus, a safe and well established flea and tick preventative medication. The medication is administered topically and will be provided to the animals when they enter the animal care centers. This administration will be part of the animals' routine intake process and will not take additional staff time or resources since it takes only moments to apply. By providing the medication at the onset of the animals' stay with the Department, the entire animal population will be better protected because the medication has immediate effect, and animals will not enter the general housing areas infested with external parasites. Therefore, the entire animal population at the animal care centers and Pet Stop adoption center will be healthier, more comfortable, and more adoptable.

CONCLUSION

Two draft appreciation letters thanking Merial and the Los Angeles County Animal Care Foundation for the generous donation are shown as Attachment II. Please return one adopted copy of this letter to the Department of Animal Care and Control.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "M Mayeda", is centered on a light yellow rectangular background.

MARCIA MAYEDA

Director

MM:in

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

**TIER 1 SHELTER
PARTNERS IN PROTECTION® PROGRAM AGREEMENT**

This TIER 1 SHELTER PARTNERS IN PROTECTION PROGRAM AGREEMENT (this "Agreement"), executed as of this 17th day of October, 2011 (the "Effective Date"), between Merial Limited, a company limited by shares registered in England and Wales (registered number 3332751), with a registered office at P.O. Box 327 Sandringham House, Sandringham Avenue, Harlow Business Park, Harlow, Essex CM19 5QA, England, and domesticated in Delaware, USA, as Merial LLC with a place of business at 3239 Satellite Boulevard, Duluth, Georgia 30096 ("Merial") and The Los Angeles County Animal Care Foundation, with an address at 5898 Cherry Avenue, Long Beach, California 90805 ("Foundation"),

W I T N E S S E T H:

WHEREAS, Foundation is a recognized leader in animal protection and care and provides support for care and adoption services for thousands of dogs and cats each year; and

WHEREAS, Foundation desires to receive Merial's FRONTLINE® brand products at no cost to provide to dogs and cats in the care of Los Angeles County's seven (7) shelter facilities (each a "Shelter"):

WHEREAS, Merial wishes to provide FRONTLINE branded products to Foundation as part of the Partners in Protection Program (the "Program");

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Obligations of Foundation

During the Term of this Agreement, Foundation agrees:

- (a) to maintain its 501(C)(3) status;
- (b) that FRONTLINE branded products provided to Foundation are for application of single doses for each cat and dog in the care of Shelters only, and that the applicable products are to be used under the supervision of a licensed veterinarian;
- (c) to provide Merial with a monthly inventory of FRONTLINE branded products necessary to fill each Shelter's needs in accordance with this Agreement;
- (d) that the FRONTLINE branded products provided to Foundation may not be sold or otherwise distributed to any third party in any manner not specifically provided for in this Agreement;
- (e) to exclusively provide FRONTLINE branded products for the prevention of fleas and ticks to all cats and dogs in the care of Shelters only, unless a veterinarian employed by the County of Los Angeles determines that for medical reasons such as an animal adverse reaction, another product must be used;

- (f) to encourage all Shelter adoption counselors, operations personnel and clinical staff to attend or participate in introductory program and product training, to be completed onsite by one or more Merial sales or field veterinary services representatives, prior to initiation of Program; and
- (g) to utilize the forms delivered electronically to Foundation by Merial entitled "Merial Partners in Protection® – Account Form, Shelter Contact & Account Information" and "Shelter Location Product, Partners in Protection® Shelter Account Form, Estimated Product Needs" to provide Program information to Merial or its agents.

2. Obligations of Merial

During the Term of this Agreement, Merial agrees:

- (a) to provide the Foundation with an amount of FRONTLINE branded products in accordance with the Shelter requirements as set forth in the Inventory provided by Shelter for use in connection with the Program on a monthly basis; provided that Merial may, at its sole option, withhold delivery of product if it believes in good faith that such product will not be utilized in accordance with this Agreement;
- (b) to provide the FRONTLINE branded products described in Section 2(a) above at no cost to the Foundation in support of the Shelters;
- (c) to provide Foundation with such introductory program and product training as it deems appropriate to allow the Foundation to comply with its obligations in Section 1(e) above;
- (d) to provide Foundation with a new adopter brochure with Foundation uniquely coded, high-value product coupons redeemable at any veterinary clinic;
- (e) to provide Foundation with onsite and web-based veterinary, clinical and caregiver staff continuing education programming, including programming that may be requested by the Foundation;
- (f) to provide sponsorship of the Foundation and/or a Foundation event, in the sole discretion of Merial, during calendar year 2012; and

3. Disclaimer of Warranties

ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ARE DISCLAIMED BY MERIAL.

4. Confidentiality

- a. Except as required by any party to complete its obligations under this Agreement, or as required by applicable law, each party (the "Recipient") agrees that it will not use, disclose, or publish articles concerning any confidential or proprietary information disclosed to it by or on behalf of the other party (the "Discloser") without the prior written consent of the Discloser

and will hold all documents containing confidential or proprietary information in a safe and secure manner so as to prevent their inadvertent disclosure to third parties. The Confidential Disclosure Agreement, effective the first (1st) day of October, 2011 (the "CDA"), between Merial and the Foundation is hereby incorporated by reference, including the definition of Confidential Information set forth therein, and Merial and the Foundation shall abide by the terms set forth in the CDA as if those terms were part of this Agreement for the Term of this Agreement.

- b. The Foundation will respect and abide by all obligations it may have arising with respect to confidential, proprietary or trade secret information of the Discloser. The Foundation certifies that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or which will impair, impede or conflict with the performance of the services.
- c. The Foundation shall not reveal its participation in this Agreement or any of the terms in this Agreement to any third party without the prior written consent of Merial, unless required by law.
- e. The provisions of this Article 4 shall survive any termination, expiration or cancellation of this Agreement.

5. Representations and Warranties

- a. Each party represents and warrants that it has the full power and authority to enter into this Agreement and to perform all of its obligations hereunder without violating the legal or equitable rights of any third party.
- b. Each party recognizes the great value of the goodwill associated with the other party's logo and trademarks ("Marks") and acknowledges that such Marks and all rights and goodwill therein belong exclusively to the other party or its licensors. Each party represents and warrants that it will not use, in any way, the Marks or name of the other party, except solely to perform obligations as required under this Agreement, and that none of the other party's Marks shall be used in any way which could cause harm to the goodwill associated with such Marks.
- c. No party shall do anything to attack the title rights of the other party or its licensors, as the case may be, in the other party's Marks or attack the validity of this Agreement.
- d. Both parties (Merial and the Foundation) agree and acknowledge the following:
 - 1. Neither the County of Los Angeles, nor any officer, agent, employee or assign of the County of Los Angeles is a party to this Agreement;
 - 2. No term or provision of this Agreement is binding on the County of Los Angeles or on any officer, agent, employee or assign of the County of Los Angeles;
 - 3. Neither the Foundation nor any employee, agent or assign of the Foundation is an agent of the County of Los Angeles; and
 - 4. For the purposes of this Agreement, no employee, independent contractor or agent of the County of Los Angeles is an agent of Merial or of the Foundation;

6. Ethical Conduct

Neither party shall knowingly commit any act that is or shall be an offense involving the violation of any public policy, law or regulation, or otherwise engage in any conduct that intentionally or willfully violates any public policy, law or regulation or that brings either party into public disrepute, contempt, scandal or ridicule, or which injures the successes of either party or any of its products or services. At the time of any such act or at any time after either party learns of such act, that party shall have the right, in addition to its other legal and equitable remedies, to immediately terminate this Agreement.

7. No Interpretation Against Any Drafter.

Any rules of construction relating to interpretation against any drafter or drafter's agent shall not apply to this Agreement, and are expressly waived.

8. Indemnification

Each party ("Indemnitor") shall indemnify, defend and hold harmless the other party ("Indemnitee"), its affiliates, and each of Indemnitee's respective officers, directors, agents, and employees from and against any and all claims, demands, actions, causes of action, fines, losses or damages whatsoever and any cost and expense related thereto, including reasonable attorney's fees, arising from the performance of this Agreement or otherwise resulting from the work, services, equipment or materials furnished to, or on behalf of, the Indemnitee hereunder, to the extent such liability results from the negligence or willful misconduct of Indemnitor.

In no event will either party be liable for any lost profits or savings, or indirect, incidental, consequential, punitive or special damages.

The provisions of this Article 8 shall survive any termination, expiration or cancellation of this Agreement.

9. Term and Termination

- (a) This Agreement shall be deemed effective from the Effective Date through and until December 31, 2012 (the "Term").
- (b) Merial may immediately terminate this Agreement should Foundation make any statement or claim regarding Merial that is not previously approved in writing by Merial and which is materially inconsistent with statements that have been approved or provided by Merial.
- (c) Merial may immediately terminate this agreement if it determines, in its sole discretion, that Foundation or any of its employees or agents has misused or sold any free product that has been delivered to Foundation pursuant to this Agreement, or if it determines, in its sole discretion, that Foundation has failed to abide by the exclusivity set forth in Section 1(e) above.
- (d) Merial may terminate this agreement if it determines, in its sole discretion, that Foundation no longer meets the qualifications for the Program pursuant to Sections 1(a) above, Foundation no longer supports any of the Shelters or

that Foundation has failed to meet its obligations under Sections 1(b), (c), or (d) above.

- (e) Termination shall not extinguish obligations and liabilities of the parties accrued prior to termination.

10. Independent Contractor

The parties expressly intend that with regard to the provisions of this Agreement they are independent contractors, and no party hereto shall receive any other benefits besides those expressly provided for herein. Further, it is the express intent of the parties hereto that no agent, servant, contractor, or employee of one party be deemed an agent, servant, contractor, or employee of the other party. No party is granted any express or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of, or in the name of, the other party, or to bind the other party in any manner whatsoever. All personnel of Foundation rendering services pursuant to the Agreement shall be employees or agents of Foundation. Regardless of anything else contained in or implied from this Agreement, any employee of Foundation who may be performing the services herein described shall remain an employee of Foundation, subject at all times to Foundation's policies and procedures, and in no way shall such employee be deemed an employee of Merial.

11. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws rules.

12. Integration


This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or verbal, other than the CDA. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by the parties. If any part of this Agreement is rendered invalid or unenforceable, such rendering shall not affect the validity or enforceability of the remainder of this Agreement.

13. Publicity

Except as may be otherwise provided herein, neither party shall release or distribute any materials or information containing the name or Marks of the other party without the prior written approval of an authorized representative of the other party, which approval shall not be unreasonably withheld. If the non-releasing party does not provide notice to the releasing party within ten (10) days of receipt of materials from the releasing party, such approval shall be deemed granted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

**Los Angeles County Animal
Care Foundation**

By: 

Name: **JOHN GONZALES**

Title: President

MERIAL LIMITED

By: 

Name: **THERESA FROST-PLIMPTON**

Title: Director, Customer Marketing

MERIAL LEGAL
10/27/11
SDS

ATTACHMENT II

(DATE)

Ms. Teresa Frost-Plimpton
Merial, LLC
3239 Satellite Boulevard
Duluth, GA 30096

Dear Ms. Frost-Plimpton:

At its meeting of January 17, 2012, the County of Los Angeles Board of Supervisors accepted, with thanks, the generous donation of a year's supply of Frontline flea and tick control products for dogs and cats sheltered by the County of Los Angeles, valued at \$29,436 per month.

This donation will greatly enhance the health and well being of animals sheltered by the County of Los Angeles and create greater customer satisfaction among our adopters. We deeply appreciate your kindness in helping homeless animals.

The Board members requested that I express their appreciation to you for this generous donation.

Very Truly Yours,

SACHI HAMAI
Executive Officer, Board of Supervisors

ATTACHMENT II

(DATE)

Mr. John Gonzales
Los Angeles County Animal Care Foundation
P.O. Box 100515
Pasadena, CA 91189

Dear Mr. Gonzales:

At its meeting of January 17, 2012, the County of Los Angeles Board of Supervisors accepted, with thanks, the generous donation of a year's supply of Frontline flea and tick control products for dogs and cats sheltered by the County of Los Angeles, valued at \$29,436 per month.

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SACHI HAMAI
Executive Officer, Board of Supervisors